



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

held a note against Hughes, secured by a chattel mortgage on the automobile. Neither party knew that Hughes had stolen the automobile until after the defendant had surrendered the note and released the mortgage. After the automobile was returned to its true owner, the plaintiff sued to recover the money paid. *Held*, that the plaintiff could not recover. *Gaffner v. American Finance Co.* (1922, Wash.) 206 Pac. 916.

As between parties having equal equities, one of whom must suffer, the loss should lie where it has fallen. *Ex parte Richard & Thalheimer* (1913) 180 Ala. 580, 61 So. 819; *Atlantic Coast Line Ry. v. Schirmer* (1910) 87 S. C. 309, 69 S. E. 439; *Walker v. Conant* (1888) 69 Mich. 321, 37 N. W. 292; Woodward, *Quasi-Contracts* (1913) 39; Keener, *Quasi-Contracts* (1893) 66; Costigan, *Change of Position as a Defense* (1907) 20 HARV. L. REV. 205, 216; (1893) 7 *ibid.* 241; (1908) 8 COL. L. REV. 404.

SPECIFIC PERFORMANCE—MUTUALITY—OIL LEASES.—In an action to obtain specific performance of an agreement to execute an oil lease, it appeared that the lease placed the plaintiffs under a duty to start drilling for oil on the premises within six months and to make certain small payments to the defendants. The plaintiffs were also given the power and privilege to surrender the lease at any time. *Held*, that the defendants could not be forced to execute the lease since it lacked mutuality. *Dabney v. Key* (1922, Calif. App.) 207 Pac. 921.

The above type of lease, frequently used in oil and mineral development, is usually held to lack mutuality and therefore not specifically enforceable. *Advance Oil Co. v. Hunt* (1917) 66 Ind. App. 228, 116 N. E. 340; *Watford Oil & Gas Co. v. Shipman* (1908) 233 Ill. 9, 84 N. E. 53; *contra*, *Guffey v. Smith* (1915) 237 U. S. 101, 35 Sup. Ct. 526, departing from *Rutland Marble Co. v. Ripley* (1869, U. S.) 10 Wall. 339; see COMMENTS (1917) 27 YALE LAW JOURNAL, 261; Ames, *Mutuality in Specific Performance* (1903) 3 COL. L. REV. 1.

TORTS—NEGLIGENCE—ATTRACTIVE NUISANCE.—The defendant had on his land a poisonous pool of water. Its appearance was similar to a swimming pool, the water being clear and appearing to be pure. Two children of the plaintiff, eight and eleven years old, came on the defendant's land, went into the pool, were poisoned and died. *Held*, (three judges dissenting) that, as the children were trespassers, the plaintiff could not recover, since the pool did not constitute an attractive nuisance. *United Zinc & Chemical Co. v. Britt* (1922, U. S.) 42 Sup. Ct. 299.

This case is in accord with the tendency of the federal courts to limit the doctrine of attractive nuisance to turn-tables and dangerous machinery only. *Erie R. R. v. Hilt* (1917) 247 U. S. 97, 38 Sup. Ct. 435; *Nat'l. Metal Edge Box Co. v. Agostini* (1919, C. C. A. 2d) 258 Fed. 109; see (1921) 19 MICH. L. REV. 450. Some courts have extended the doctrine to other situations, but few have applied it to natural conditions, such as a pond or body of water. *Swartz v. Akron Waterworks Co.* (1907) 77 Ohio St. 235, 83 N. E. 66; *Thompson v. Ill. Cent. Ry.* (1913) 105 Miss. 636, 63 So. 185; *contra*, *Kansas City v. Siese* (1905) 71 Kan. 283, 80 Pac. 626. For variations in the extent of this doctrine, see (1922) 31 YALE LAW JOURNAL, 556; (1921) 31 *ibid.* 102; (1921) 30 *ibid.* 870.

TORTS—MALICIOUS PROSECUTION FOR ACTIONS NOT INVOLVING ARREST OR SEIZURE.—The defendant maliciously and without probable cause brought nine successive suits against the plaintiff, all of which terminated unsuccessfully. The defendant did not at any time cause the arrest of the plaintiff or seizure of his goods. The plaintiff brought an action for malicious prosecution. *Held*, that the plaintiff could recover. *Shedd v. Patterson* (1922, Ill.) 134 N. E. 705.

Some American courts adhere to the English rule that an action for malicious prosecution cannot be maintained in the absence of arrest of person or seizure